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August 15, 2003

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

Re: In the Matter of Application of SBC Communications Inc., Michigan Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Michigan, WC Docket No. 03-138 – **Ex Parte Filing**

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Dear Ms. Dortch:

As a follow-up to its discussions with Commission Staff, AT&T is hereby updating the record on three issues. First, with respect to SBC's line splitting capabilities, SBC's refusal to permit a CLEC to reuse the existing loop in service whenever a customer is converted from line splitting to a UNE-P arrangement is both discriminatory and blatantly anticompetitive. Second, SBC does not have reasonable and reliable processes in place to update 911 records for line splitting customers, and its existing processes result in a loss of accurate records in the E911 database. Third, SBC has recently sought to impose responsibility on CLECs for updating the E911 database and continues to make contradictory statements on the subject. The most recent SBC statements indicate that SBC may well be seeking to impose E911 database obligations on CLECs that would be legally indefensible, competitively damaging, and dangerous to the public safety. SBC cannot be found to satisfy Section 271 until these issues are resolved.

**I. LINE SPLITTING TO UNE-P: SBC'S POLICY PROHIBITING REUSE OF THE SAME LOOP IS DISCRIMINATORY AND UNLAWFUL.**

SBC maintains a discriminatory policy of requiring a CLEC to order an entirely new loop whenever it is converting a customer from a line splitting arrangement to UNE-P. Rather than simply changing out cross-connects using the existing loop that is already in service, SBC insists on the far more complicated and expensive process of disconnecting the existing loop altogether, which creates unnecessary service outages and risks other service quality problems, and also allows SBC to charge a substantial non-recurring charge for the establishment of a new unbundled loop.

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This policy is blatantly discriminatory, because SBC's customers do not face these burdens in analogous circumstances. When an AT&T voice/DSL customer wants to drop DSL service, SBC's processes require the complete disconnection of service and the provisioning of an entirely new loop, which subjects the customer to the possibility of extended service disruptions and the possibility of an inferior loop as a replacement, and subjects AT&T and other CLECs to unnecessary costs. Indeed, that was precisely the experience of AT&T's Michigan test customer. As AT&T previously pointed out in its submissions in the *Michigan I* proceeding, when AT&T sought to move that customer from line splitting to UNE-P, the customer lost voice service for *more than two days*.<sup>1</sup> By contrast, when an SBC voice/data customer wants to drop DSL service, SBC has conceded that it typically reuses the same loop with no commercially significant disruption.<sup>2</sup> As the Department of Justice concluded in its evaluation of Michigan's application in this proceeding, "SBC's current processes appear to place the CLECs at a competitive disadvantage as against SBC when they seek to sell DSL service," because the CLECs' "customers could experience a significant interruption of voice service if they later choose to disconnect the DSL service," whereas "SBC's customers . . . do not suffer the same potential disability."<sup>3</sup>

As MCI has pointed out, SBC's policy is discriminatory in another significant respect. If SBC brings the new loop to a different connection point than the current loop, the customer will have dial tone at the NID but not inside its premises, because the new circuit is not connected to the customer's inside wire. Thus, the customer will be required to request that either the CLEC or a third-party vendor be dispatched to the customer's premises to connect the new loop to the inside wiring. This procedure inconveniences the customer (who may have to stay home to meet the dispatched technician), creates a greater possibility of human error than simply changing out the cross-connect, and forces the CLEC to incur the costs of dispatching the

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<sup>1</sup> See Ex Parte Letter from Amy L. Alvarez (AT&T) to Marlene H. Dortch, dated April 11, 2003, Attachment at 1-2 (*Michigan I*).

<sup>2</sup> See SBC Supplemental Brief (*Michigan II*) at 30; Chapman/Cottrell Reply Aff. ¶ 10 n.18 (*Michigan I*); SBC Ex Parte Letter from Geoffrey M. Klineberg to Marlene Dortch, FCC, dated March 17, 2003, App. A, pp. 18-19 (*Michigan I*); see also Chapman Aff. ¶ 88 n.47 (incorporating by reference all relevant pleadings from the Michigan proceedings). See also Transcript of Proceedings on June 3, 2003, before the Public Utility Commission of Texas in PUC Docket No. 27634, *Complaint of AT&T Communications of Texas, L.P., Against Southwestern Bell Telephone Company*, at 292-293 (testimony of SBC's witness, Carol Chapman, that when an SBC customer wishes to drop DSL service, SBC performs "the physical work to disconnect it" on the same loop).

<sup>3</sup> DOJ Eval. (*Michigan II*) at 11-12.

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technician.<sup>4</sup> Indeed, AT&T's inside wire vendor charges AT&T approximately \$200 for each truck roll.

Thus, SBC's "no re-use" policy imposes substantial costs on CLECs. In addition to the truck roll charges, for each conversion from line splitting to UNE-P, a CLEC must pay SBC nonrecurring charges of \$20.98, consisting of a \$17.82 new loop connection charge and a \$3.16 service order charge (which is designed to recover costs for setting up the account and billing for a new loop).<sup>5</sup> None of these costs would be incurred if SBC simply changed out cross-connects using the existing loop – which, again, is the process that SBC follows for itself. Thus, SBC does not incur any of the unnecessary costs that its policy seeks to foist on its competitors.

In this proceeding SBC originally contended that its "no re-use" policy was justified because the CLEC "may have requested conditioning of [its existing] loop that could cause degradation in the quality of voice service provisioned over that loop." SBC Suppl. Br. (*Michigan II*) at 30-31. The parties have shown, however, that this justification is simply nonsense. AT&T itself would have no ability to make changes in the conditioning of the loop that would affect the quality of the services provided; indeed, AT&T does not even have physical access to the loop anywhere outside the collocation cage. SBC is the *only* carrier that could even theoretically make relevant changes to the conditioning of the loop, and could reasonably be expected to know at the time of conversion that it had performed such conditioning. The reality is that reusing the loop when converting a CLEC customer from line splitting to UNE-P would rarely present service quality issues, which is dramatically confirmed by the fact that SBC routinely reuses the loop when converting its own voice customers from a voice/data combination to voice only.

SBC's more recent submissions in this proceeding acknowledge the real reason for SBC's policy: its ordering and provisioning systems are designed in a way that generally *precludes* reassignment of the loop to the CLEC. This is yet another manifestation of SBC's irrational insistence that line splitting is something other than UNE-P. SBC views line splitting as the purchase of two separate stand-alone elements: the unbundled loop and the unbundled switch port with transport.<sup>6</sup> SBC's systems do not treat the two as an integrated product.

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<sup>4</sup> See Comments of MCI (*Michigan II*) at 10 & Lichtenberg Decl. ¶ 64; Reply Comments of MCI (*Michigan II*) at 2-3 & Lichtenberg Reply Decl. ¶ 19.

<sup>5</sup> SBC's nonrecurring charges for a conversion from line splitting to UNE-P are described in a "discussion draft" of additional line sharing and line splitting scenarios that SBC submitted in March 2003 in the line splitting collaboratives held before the Michigan Public Service Commission. A copy of SBC's discussion draft is attached hereto. See Exhibit 1 hereto at 7-8.

<sup>6</sup> Willard Decl. (*Michigan II*) ¶ 20.

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Specifically, as SBC has recently conceded, SBC treats the loop in a line splitting arrangement as a “designed circuit” subject to special rules. Thus, when a customer is being converted from line splitting to UNE-P, “in order to be available for selection and assignment by LFACS, [the existing] xDSL-capable loop must be in the LFACS inventory of loops available for reuse and reassignment in order to be even considered.”<sup>7</sup> As SBC has explained, however, “the xDSL-capable loop will *not* be available in the LFACS inventory of loops for mechanized assignment because it is a ‘designed’ circuit.”<sup>8</sup> In other words, because SBC has designed its systems in a way unlike any other BOC, the existing loop cannot be reassigned to the customer.<sup>9</sup> SBC simply does not have processes in place that permit reasonable and reliable provisioning of line splitting and UNE-P arrangements.

SBC’s decision to design its ordering and provisioning processes as if line splitting were something other than UNE-P is wholly unreasonable. Treating line splitting as two disjointed services (loop and switching) directly and foreseeably leads to numerous anticompetitive burdens placed uniquely on CLECs. The Commission has made clear that line splitting is a UNE-P offering, *see, e.g., Line Sharing Reconsideration Order* ¶¶ 15, 18, 19 (“incumbent LECs have an obligation to permit competing carriers to engage in line splitting using the UNE-platform where the competing carrier purchases the entire loop and provides its own splitter”). In addition, state commissions in the Ameritech region have also found line splitting to be UNE-P. For example, the Michigan PUC has explained that, “although some central office rewiring might be required to incorporate the data CLEC’s splitter and DSLAM, the combination of UNEs used in the provision of voice service still exists after that rewiring is completed. Therefore, the voice CLEC’s UNE-P service continues after the addition of the data service.”<sup>10</sup> Moreover, in its recent order in the Indiana TELRIC proceeding, the Indiana Utility Regulatory Commission concluded that: “Ameritech has no basis for refusing to provide line splitting in conjunction with UNE-P.”<sup>11</sup> The Public Utilities Commission of Ohio, in the most recent AT&T/SBC arbitration, also sustained the ability of CLECs to use line splitting with UNE-P, stating: “the Commission agrees that Ameritech has the obligation to permit competing

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<sup>7</sup> July 9 Ex Parte, Attachment at 2.

<sup>8</sup> *Id.* (emphasis added).

<sup>9</sup> As SBC has explained, the only way the customer could keep his existing loop under the current process would be if (1) SBC received and processed an order to *disconnect* the existing loop (which would take five days to process, *see* July 9 Ex Parte Attachment at 2), and (2) LFACS then happened to choose that same loop to be reassigned to the customer “based on LFACS’s loop selection and assignment process.” *See* July 7 Ex Parte, Attachment at 5-6.

<sup>10</sup> *See In the Matter, on the Commission’s Own Motion, to Consider Ameritech Michigan’s Compliance with the Competitive Checklist in Section 271 of the Federal Telecommunications Act of 1996*, Opinion and Order, p. 12 (Mich. PSC Dec. 20, 2001).

<sup>11</sup> *Order* dated February 17, 2003, IURC Cause No. 40611(Phase II), at pp. 75-76.

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carriers to engage in line splitting using the UNE-P where AT&T purchases the entire loop and provides its own splitter.”<sup>12</sup> Finally, in Wisconsin, the Public Service Commission of Wisconsin, also in the context of the most recent AT&T/SBC arbitration, confirmed AT&T’s right to engage in line splitting using UNE-P.<sup>13</sup>

The unreasonableness of SBC’s treatment of line splitting as two separate and unconnected services is evidenced by its uniqueness. No other BOC maintains such a policy. All other BOCs have designed their systems to treat line splitting as a single, integrated offering. In New York, for example, where the AT&T/Covad offering has been available for some time, Verizon allows the customer to keep its existing loop when moving from line splitting to UNE-P.<sup>14</sup>

In its most recent pleadings in this proceeding, SBC has offered two new attempts to defend this blatantly discriminatory policy, both of which are baseless. *First*, SBC has tried to emphasize that LFACS is nondiscriminatory because it applies the same standards when it selects an available loop for either SBC’s own POTS service or for a competitor’s UNE-P

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<sup>12</sup> *Entry on Rehearing* dated October 16, 2001, PUCO Case No. 00-1188-TP-ARB, at ¶ 15.

<sup>13</sup> *Arbitration Award* dated October 12, 2000, WPSC Docket No. 05-MA-120, at pp. 79-80. *See also Final Decision*, September 20, 2001, WPSC Docket No. 6720-TI-161 (the Wisconsin TELRIC Docket), at p. 124.

<sup>14</sup> The adverse effects that CLECs experience due to SBC’s treatment of line splitting as two separate and unconnected services have wide-ranging impacts that extend beyond the ordering and provisioning processes, and the costs associated therewith. For example, in response to MCI’s complaints SBC admits that it “has not developed and implemented a process whereby a CLEC may set up a hunt group that includes both stand-alone ULS-ST ports (which may be used in a line splitting arrangement) and switch ports provisioned as part of UNE-Ps.” *See Ex Parte Letter from Geoffrey M. Klineberg to Marlene H. Dortch*, dated July 30, 2003, Attachment at 1 (“SBC July 30 Ex Parte”). As MCI points out, this hinders a CLEC’s ability to establish hunt groups for customers who are converted from line splitting to UNE-P, and is a direct result of SBC’s refusal to treat line splitting as an integrated UNE-P product. *See MCI Reply Comments at 4 & Lichtenberg Reply Decl. ¶ 17 (Michigan II)*.

Moreover, in response to another MCI complaint, SBC admits that even when it notifies a CLEC through a line loss notification (“LLN”) that a CLEC customer served through line splitting has migrated back to SBC, the loop is still connected – and the CLEC must submit a request to SBC to have the loop disconnected. This is because, as SBC has admitted, the LLN information is provided only for the “unbundled port (ULS-ST) that has been ‘won back’ by SBC retail.” SBC July 30 Ex Parte, Attachment at 2-3. SBC’s decision to design its processes in this manner requires the CLEC constantly to track the ULS port and loop relationship and, when it receives an LLN, to issue a disconnect order for the loop.

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service.<sup>15</sup> This response misses the point entirely. When a CLEC is converting from line splitting to UNE-P, SBC concedes that the CLEC's existing loop is *not available for reassignment in LFACS* in the first place. Even if LFACS's assignment process is nondiscriminatory, that is irrelevant, because the CLEC's loop is not available for reassignment in LFACS.

Indeed, SBC's processes ensure discriminatory treatment. When an AT&T customer wants to convert from line splitting to UNE-P, that customer's existing loop will not even be theoretically available for assignment in the new UNE-P arrangement; SBC's processes require the assignment of a new loop. This would never happen to an SBC customer, because when an SBC voice/data customer wants to drop DSL, SBC simply disconnects that customer's existing loop from the splitter and reconnects it to the main distribution frame on the switch. Indeed, as SBC has effectively conceded, when SBC is converting a customer from voice/data to voice only, SBC simply reconfigures the existing loop by removing several cross connects. SBC's processes for ordering and provisioning line splitting are therefore discriminatory and fail to satisfy the checklist.

SBC also continues to assert that its policies are not discriminatory because when a customer wishes to convert from a CLEC voice/data combination to an SBC voice only service, the same limitations on SBC's provisioning systems would also preclude SBC from reusing the same loop.<sup>16</sup> The relevant comparison for purposes of the discrimination inquiry, however, is between the CLEC and SBC when converting from voice/data to voice only. As the Department of Justice noted in the *Michigan II* proceeding (DOJ Eval. (*Michigan II*) at 11-12, customers will be reluctant to choose CLEC voice/data combinations over SBC's voice/data combinations if choosing the CLEC will lead to more cost and service disruptions if they decide later to drop the DSL portion of the service. Indeed, contrary to SBC's suggestion, the fact that customers would suffer these disruptions regardless of whether they later switched to CLEC voice only or SBC voice only would only *increase*, rather than mitigate, customers' reluctance to choose the CLEC in the first instance.<sup>17</sup> Yet such disruptions should not occur *at all*, because cancellation of DSL service should require only a cross-connect and re-use of the existing loop.

*Second*, SBC has also suggested that a CLEC could, in effect, bypass SBC's discriminatory provisioning process by performing its own conversion in its collocation cage.

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<sup>15</sup> See Chapman Reply Aff. (*Michigan II*) ¶¶ 21-26.

<sup>16</sup> *Id.* ¶ 26.

<sup>17</sup> See also *Complaint of AT&T Communications of Texas, L.P., against Southwestern Bell Tel. Co.*, PUC Docket No. 27634, Arbitration Award, p. 16 (July 17, 2003) ("[t]he Arbitrators find that Scenario A (line splitting to UNE-P) is analogous to scenarios in which voice customers of SBC Texas subscribe to SBC's Texas's affiliate for DSL service and then drop the DSL service, retaining SBC Texas voice only").

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Specifically, SBC asserts that a “CLEC could easily install a cross connect field when the equipment in the collocation arrangement is first installed.”<sup>18</sup> SBC argues that, with a cross-connect field, the CLEC could perform its own conversion from line splitting to UNE-P by disconnecting the loop and port from the cross connect field and reconnecting them “by a simple cross-connect on its cross-connect field” as a voice-only connection. *Id.* SBC acknowledges that installing a cross connect field “with working equipment” that has already been deployed in a collocation cage “could present some challenges,” but SBC asserts that these “challenges are not insurmountable.” Chapman Reply Aff. (*Michigan II*) ¶ 19 n.20.

In fact, SBC’s suggestion is completely unrealistic. CLECs have already established their collocation cages and have deployed substantial equipment in them; a CLEC would have to incur very substantial costs to retro-fit its existing collocation cages by installing a cross-connect field. Installing a cross-connect field in existing cages would require the CLEC to reengineer all of the existing cabling and pre-wired equipment terminations in each cage. Virtually every existing connection between the CLEC and the ILEC, including UNE-L and possibly even special access connections, would be disrupted during this process.

More importantly, CLECs do not have the resources to provide efficient ongoing support for such cross-connect fields. Today, CLECs engineer their collocations to be “lights out” operations – *i.e.*, CLECs dispatch technicians to collocations only to perform routine inspections and to respond to trouble alarms. Under SBC’s proposal, the CLEC would be continuously dispatching technicians to its collocation cages to perform every individual cross-connect. In addition to the cost of deploying technicians, the CLEC would also have to establish additional support operations to ensure that end user orders were processed in a timely manner, including work management and dispatch systems, vehicles and vehicle operating expenses (including insurance), and the like.

In short, what SBC is really suggesting is that AT&T could essentially re-create SBC’s central office provisioning systems in its collocation cages. Economically, however, that would make no sense. SBC already has central offices that support a ubiquitous network of distribution plant and switches. Because of the enormous scale of SBC’s network, SBC already dispatches technicians to its main distribution frames on a daily basis to perform a wide variety of provisioning operations, including running jumpers for retail, CLEC resale, and UNE-P customers, as well as assisting field and construction technicians. Because of these scale economies, SBC can perform cross connects between the loop and the port, the loop and the collocation, and the port and the collocation much more efficiently than a CLEC. A CLEC cannot economically create an entire provisioning operation to support the relatively small number of connections in its collocation cages.

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<sup>18</sup> Chapman Reply Aff. (*Michigan II*) ¶ 19.

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In sum, SBC's ordering and provisioning processes, which prohibit CLECs from reusing the same loop when converting from line splitting to UNE-P, are discriminatory, anticompetitive, and violate the checklist.

## **II. SBC DOES NOT HAVE REASONABLE AND RELIABLE SYSTEMS FOR PROVISIONING 911 RECORDS FOR LINE SPLITTING CUSTOMERS.**

As AT&T has previously pointed out, SBC's systems for provisioning line splitting also violate the checklist because they do not ensure that street address information for such customers in the E911 database is accurate. After AT&T's line splitting customer made a 911 call, it was determined that the PSAP had the address of the SBC *central office* serving that customer – not the customer's actual address – in its database.<sup>19</sup> Later investigation revealed that SBC instructs its LSC representative to populate the SBC central office address on all stand-alone switch port orders because it assumed that such orders are for FX numbers, which do not correspond to a telephone set.

To address these errors, SBC indicated that it has corrected its methods and procedures so that its representatives are aware that address fields for unbundled switch port orders associated with line splitting should not be populated with the SBC central office address. As AT&T has previously pointed out, however, this solution does not go far enough, because it continues to subject critical 911 information to a judgment call and potential human error. Because this solution is not mechanized, representatives that do not thoroughly review M&Ps or that are unable to differentiate the two types of unbundled switch port orders may mistakenly continue to populate the address field with the SBC central office address. Indeed, because AT&T believes that 911 routing information is too critical to rely on this type of judgment call, AT&T has suggested that SBC differentiate the NC/NCI codes for unbundled switch ports used for foreign exchange and line splitting. Thus far, SBC has not agreed to this solution.<sup>20</sup>

SBC's July 30 Ex Parte Letter abundantly confirms AT&T's view. There, SBC admitted that, out of the "approximately" 50 records affected in Michigan, "[a]ll but two of them had been corrected by June 17, 2003," and "the remaining two records were captured *in a second review* and were corrected by July 7, 2003," almost three weeks later.<sup>21</sup> As this ex parte letter confirms, SBC's manual processes could never provide the level of reliability that is necessary

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<sup>19</sup> See also Cottrell/Lawson Affidavit (*Michigan II*) ¶ 64 (acknowledging that AT&T brought this problem to SBC's attention).

<sup>20</sup> Of course, this problem, and the need for a fail-safe solution to address it, would be unnecessary if SBC were to agree that the line splitting configuration is still a UNE-P combination.

<sup>21</sup> See SBC July 30 Ex Parte, Attachment at 4 (emphasis added); see also Cottrell/Lawson Reply Aff. (*Michigan II*) ¶ 36 (SBC has corrected "approximately" 50 E911 records).



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for a function as important to public safety as E911. It was only happenstance (*i.e.*, AT&T's customer's call to 911) that this problem came to SBC's attention in the first instance, and even SBC's first manual review did not capture all of the errors. Nor can SBC assert with certainty that no more errors remain. Thus, SBC should be required to implement the mechanized solution that AT&T has requested. In short, SBC's processes do not provide nondiscriminatory access to line splitting or E911, in violation of checklist items two, seven, and ten.

### **III. SBC'S POLICY WITH RESPECT TO E911 UPDATES REMAINS UNEXPLAINED AND DISCRIMINATORY.**

SBC has not satisfied checklist items seven and ten, relating to nondiscriminatory access to E911 and call-related databases.<sup>22</sup> Although SBC has just issued a new Accessible Letter modifying its previous policy, serious questions remain as to the true nature of SBC's E911 policies.

As AT&T has previously explained, SBC issued an Accessible Letter on June 20, 2003, establishing a broad policy that, whenever a customer is converted from either a UNE-P or line sharing arrangement to a line splitting arrangement, the CLEC must be responsible for all updates to the E911 database (through a Local Service Request, or "LSR") after the initial provisioning of the line splitting service. As AT&T demonstrated in detail, such a policy would impose prohibitive burdens on CLECs and, indeed, would threaten public safety. As AT&T explained, SBC's policy was so onerous that it had forced AT&T to re-evaluate its plans to enter Michigan with line splitting arrangements.<sup>23</sup>

Since those filings, SBC has quickly backtracked from that obviously unreasonable and anticompetitive policy. SBC filed a new Accessible Letter, issued on July 15, 2003,<sup>24</sup> in which SBC sought to reassure CLECs that they are responsible for updating the E911 database via LSRs only in the instance in which the CLEC moves the end user's physical service address by connecting the switch port to a new or different stand-alone loop. SBC now asserts that it will continue to be responsible for all other updates to the E911 database, such as those required by changes in the MSAG database.<sup>25</sup> The positions that SBC has taken in its recent ex parte letters in this proceeding and in the July 15 Accessible Letter, however, as well as the

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<sup>22</sup> 47 U.S.C. § 271(c)(2)(B)(vii) & (x).

<sup>23</sup> See Willard Decl. (*Michigan II*) ¶¶ 5-25.

<sup>24</sup> See CLEC Accessible Letter CLECAM03-249, attached hereto as Exhibit 2 (July 15, 2003 Accessible Letter); see also Ex Parte Letter from Geoffrey M. Klineberg to Marlene Dortch, dated July 15, 2003 (attaching July 15 Accessible Letter); Ex Parte Letter from Geoffrey M. Klineberg to Marlene Dortch (FCC), dated July 8, 2003; SBC Reply Comments (*Michigan II*) at 21-22.

<sup>25</sup> See July 15 Accessible Letter at 1.

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recent Accessible Letter SBC issued in California and Nevada, continue to cast serious doubt on the true scope of SBC's policies and SBC's true intentions with respect to E911 updates.

First of all, SBC's contention that the June 20 Accessible Letter was intended only to address physical moves is questionable. It has always been understood that any physical address change would require the CLEC to issue an LSR, in order to keep all SBC's systems updated (including the E911 database). Since all parties clearly understood this policy, it is difficult to see why SBC would have issued an Accessible Letter to "clarify" such a policy.<sup>26</sup> Indeed, SBC made clear that the June 20 Accessible Letter was to establish a new policy that CLECs were to be responsible for all post-provisioning updates to the E911 database.

Even more egregiously, however, the June 20 Accessible Letter established the broader, discriminatory policy for SBC's entire 13-State region, but the July 15 Accessible Letter retracted the policy *only* for the five Ameritech states that remain the subject of pending Section 271 applications.<sup>27</sup> There would have been no reason to limit this clarification to these five states unless the June 20 Accessible Letter had in fact established a broader policy that SBC wanted to leave in place outside of the Ameritech territory. After AT&T pointed this out in its *Michigan II* Reply Comments, SBC issued an identical Accessible Letter in the SWBT five-state region (Arkansas, Kansas, Missouri, Oklahoma, and Texas), and Connecticut.<sup>28</sup>

However, on July 31, 2003, SBC issued a different Accessible Letter for line splitting in California and Nevada, which dramatically underscores the uncertain nature of SBC's policies.<sup>29</sup> As AT&T has previously explained, SBC has adopted an E911 update policy in California that requires CLECs to perform all E911 updates for *all* UNE-P customers, not just customers served by line splitting arrangements (and SBC has announced its intention to formulate a new 13-State policy for 911 updates).<sup>30</sup> As AT&T has noted, these actions all suggest that SBC is contemplating imposing this discriminatory and unlawful policy on all UNE-P customers throughout its 13-State region.<sup>31</sup>

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<sup>26</sup> Even so, SBC has never provided any LSR examples to instruct CLECs on the precise procedures to follow when their line splitting customers move.

<sup>27</sup> See July 15 Accessible Letter at 1.

<sup>28</sup> See CLEC Accessible Letter CLEC03-266 (July 29, 2003), attached hereto as Exhibit 3.

<sup>29</sup> See CLEC Accessible Letter CLECCN03-024 (July 31, 2003), attached hereto as Exhibit 4 ("California Accessible Letter").

<sup>30</sup> Moreover, SBC's California policy requires line splitting CLECs to update the 911 database directly (instead of submitting an updated LSR) when the line splitting customer moves.

<sup>31</sup> See Willard Decl. (*Michigan II*) ¶¶ 23-24. Although SBC asserts that the dispute in California stems from unique language in its interconnection agreement with AT&T, see July 8 Ex Parte Attachment at 4, SBC has expressly indicated that it is fashioning a new E911 update policy for

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SBC's July 31 Accessible Letter for California makes clear that SBC refuses to retract its June 20 Accessible Letter in California. First, SBC "clarifies" that when a CLEC converts from either UNE-P or line sharing to line splitting, "the 911 record for the UNE-P service will be *temporarily* retained in the E911/911 database." California Accessible Letter at 1 (emphasis added).<sup>32</sup> The California Accessible Letter further states that "[a] CLEC that provides a telecommunications service via a UNE Stand Alone Port purchase[d] from SBC-2STATE is treated as [a] facilities-based carrier for 911 purposes. Therefore, any such CLEC is responsible for updating the 911 Database for municipality ordered address changes." *Id.* In other words, the California Accessible Letter retains precisely the discriminatory and unlawful E911 policy that SBC briefly imposed in the Ameritech states and hastily withdrew once it was raised in the pending 271 proceedings. Indeed, the California Accessible Letter goes even further than the former Ameritech policy by requiring CLECs to input the address information directly into the 911 database, which, unlike the LSR policy, will require CLECs to perform their own updates or contract with 911 vendors to complete this work.

The Commission should put a stop to these discriminatory policies immediately, in this 271 proceeding. The Commission should send the clearest possible signal, in this proceeding, that SBC cannot use a function as important and as vital to public safety as E911 as a vehicle for imposing discriminatory and anticompetitive conditions on CLECs. The Commission should not approve SBC's application for this reason alone, because it cannot be in the public interest to reward SBC with approval of a 271 application at the same time that SBC is blocking local competition through means (exploiting its leverage over the E911 database) that are so harmful to the public interest.

Moreover, the California Accessible Letter raises serious questions about whether SBC will imminently impose the same policies in the Ameritech states. SBC has stated its intention to develop a consistent 13-State policy. Both the California Accessible Letter and the July 15 Accessible Letter purport to be "clarifications" of the same June 20 Accessible Letter – which confirms that SBC interprets the original 13-State letter as encompassing the discriminatory policies AT&T described in this proceeding. In addition, SBC's recent retraction of its discriminatory E911 policy in the Ameritech states is not set in stone; SBC could issue a new Accessible Letter establishing the California policy throughout the 13-State region at any time, as the Accessible Letter itself states.<sup>33</sup> Equally troubling, SBC has taken pains, in both its

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its entire 13-State region.

<sup>32</sup> On August 5, 2003, SBC issued Accessible Letters for California and Nevada, advising CLECs that on September 5, 2003, as part of an "E911 database cleanup," SBC will remove all 911 records from the database which the CLEC has not updated for a period of 12 months or longer. SBC stated that after a record has been deleted from the database, "migrate transactions will no longer be possible." A copy of SBC's August 5 Accessible Letter for California (Accessible Letter No. CLECCO3-124) is attached hereto as Exhibit 5.

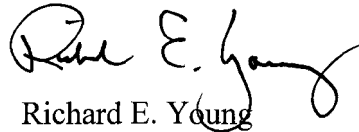
<sup>33</sup> See July 15 Accessible Letter at 1 ("SBC Midwest 5-State reserves the right to make any

Marlene H. Dortch  
August 15, 2003  
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recent ex parte letters in this proceeding and in the California Accessible Letter, to defend the position that CLECs using unbundled switching are “facilities-based” carriers for purposes of E911; SBC contends that, as a result, SBC has the legal right to foist its E911 update responsibilities on any CLEC that uses unbundled switching.<sup>34</sup>

The Commission should send a strong and unmistakable message to SBC that such a change in policy would be unlawful. For all of these reasons, SBC’s policies remain ill-defined and discriminatory, and as a result, SBC has neither satisfied the checklist nor demonstrated that approval of its application at this time would be in the public interest.

Yours sincerely,



Richard E. Young

cc: S. Pié  
G. Spade  
R. Gregg  
L. Seifari-Najar

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modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter”).

<sup>34</sup> As AT&T has explained at length in the Willard *Michigan II* Declaration, that proposition is indefensible as both a practical and a legal matter. See Willard Decl. (*Michigan II*) ¶¶ 12-21. The Commission explained in the *Michigan 271 Order* that Section 271 requires a BOC to “maintain the 911 database entries for competing LECs with the same accuracy and reliability as it maintains the database entries for its own customers,” including “populating the database with competitors’ end-user data and performing error correction for competitors on a nondiscriminatory basis.” For “facilities-based carriers,” by contrast, “nondiscriminatory access to [E911] also includes the provision of unbundled access to Ameritech’s 911 database and 911 interconnection, including the provision of dedicated trunks from the requesting carrier’s switching facilities to the 911 control office at parity with what Ameritech provides to itself.” *Michigan 271 Order* at ¶ 256 (emphasis added).

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## Exhibit 1

**Additional Line Splitting / Line Sharing Scenarios  
Per MPSC January 13, 2003 Order in U-12320**

**Introduction**

Pursuant to the Michigan Public Service Commission's ("MPSC's") January 13, 2003 Order (January 13 Order), the collaborative is to reconvene to address additional line splitting / line sharing scenarios as raised by the competitive local exchange carriers ("CLECs"). CLECs were to submit any issues they wanted discussed by February 13, 2003. WorldCom was the only CLEC to submit any issues and it raised seven issues to be addressed in the collaborative.<sup>1</sup>

SBC Michigan has addressed below the scenarios and issues raised by WorldCom. SBC's response with respect to Worldcom's issues are consistent with the MPSC's October 3, 2002 Order on this subject and SBC's Amended Compliance Plan which was previously filed with and approved by the MPSC.<sup>2</sup>

In responding to each of Worldcom's issues, SBC Michigan has generally applied (as applicable) the following principles previously approved by the MPSC:

- The end user is the driver and will be the key component in determining what ordering path is taken.
- The end user will be informed of any impact on his/her current services that he/she has not expressly elected to change, so that he/she can make a well-informed decision.
- In a line splitting arrangement, the voice CLEC ("V-CLEC") and data CLEC ("DLEC") will institute any arrangements they deem necessary to assure that their common end user experiences a minimum disruption in service.

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<sup>1</sup> All of WorldCom's issues are addressed below, except for part of Issue #4. Part of WorldCom Issue #4 is the scenario "UNE-P to Line Splitting" and has already been addressed; see Scenario #4 of the 12/11/02 SBC Amended Compliance Plan. Additionally, Issue #7 will be addressed throughout.

<sup>2</sup> In submitting this response to WorldCom's issues/scenarios, SBC Michigan does not waive any of its legal rights but instead, expressly reserves all of its rights, remedies and arguments with respect to any decisions, proceedings or remands thereof which affects any of the scenarios or issues addressed herein, including but not limited to with respect to its current appeal of the MPSC's October 13, 2002 Order, the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002)("USTA Decision") and the FCC's Triennial Review Order, adopted by the FCC on February 20, 2003, on remand from the USTA Decision and pursuant to its Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001).

**Scenario #5: Line Sharing to Line Splitting – Change in Splitter<sup>3</sup>**

Definition: End user currently obtains voice service from SBC Michigan and data service from a DLEC<sup>4</sup>, and seeks to change both its voice and data provider.<sup>5</sup>

A related three-order process will be used to effectuate this scenario; this is similar to those used for Scenarios No.1 and 3 previously addressed in SBC Michigan's Amended Compliance Plan. However, under this scenario, the HFPL will be disconnected and the physical loop and port will be re-used to provide the requested unbundled network elements ("UNEs"); that is, the unbundled xDSL-capable loop and ULS-ST port. The cross-connects currently in place will need to be removed, with new cross-connects installed to take those UNEs to either the new DLEC's or V-CLEC's collocation arrangement. The three local service requests ("LSRs") will be submitted with the RPON field populated to relate the orders. The SBC technician will work the orders together in order to minimize downtime. CLECs that provide their own splitters for line splitting arrangements should have the splitter pre-wired before SBC Michigan performs its work. As a result, when SBC Michigan terminates the unbundled DSL capable loop and the unbundled switch port to the new DLEC's or V-CLEC's designated location at the collocation arrangement, connectivity will be achieved. End users might notice a brief disruption of service similar to that experienced when the HFPL was initially provisioned by SBC Michigan to the DLEC.

The LSRs that will be submitted are:

- √ Disconnect HFPL, as SBC is no longer the retail voice provider.
- √ Install standalone xDSL-capable Loop; re-use existing loop.
- √ Install ULS-ST line port; re-use existing port and telephone number

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<sup>3</sup> This scenario addresses WorldCom Issue #1.

<sup>4</sup> As the MPSC found in its October 3, 2002 Order, whether the DLEC is affiliated or not with SBC is irrelevant in the processes followed under each of the scenarios. Thus, the scenarios contained herein will address DLECs generally.

<sup>5</sup> This assumption is made for the following reasons: 1) it would not be logical for a DLEC to have splitters in place in its collocation area and to also be using SBC splitters simultaneously; and 2) the scenario where there is no change in splitter is covered in Scenarios No. 1 and 3 which were addressed in SBC Michigan's December 11, 2002 Amended Compliance Plan.

The following summarizes the rates that will be applied:<sup>6</sup>

<b>Orders</b>	<b>Non-Recurring</b>	<b>Recurring</b>
1. Current DLEC for HFPL disconnection.		
• Disconnect HFPL		N/A
– Service Order	\$1.54	
– Disconnection	<u>\$10.00</u>	
	\$11.54	
2. V-CLEC/DLEC for loop/port installation		
• Order xDSL-capable Loop		\$10.26
– Service Order	\$3.16	
– Connection	\$17.82	
– Cross Connect		\$0.13
• Order ULS-ST Port		\$2.53
– Service Order	\$3.02	
– Installation	N/A	
– Cross-Connect	<u>\$24.00</u>	<u>\$0.13</u>
		\$13.05
Assumptions:		
• Example uses Access Area A.		

CLECs that share a loop to simultaneously deliver voice and data service must coordinate their respective activities with each other to minimize the probability of disruption to their common end user customer. SBC Michigan will provide CLECs the necessary unbundled network elements and maintain those elements as needed.

<sup>6</sup> Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement shall control.



**Scenario #6: Line Splitting to Line Sharing<sup>7</sup>**

Definition: End user currently obtains voice service from V-CLEC and data service from a DLEC, and wishes to return to SBC Michigan for its voice service (and the data becomes line sharing).

This scenario cannot exist. SBC Michigan is only obligated to offer (and only offers today) line sharing on a loop over which SBC Michigan is currently providing retail voice service.

If the end user wishes to return to SBC Michigan for voice service, SBC Michigan provisions that service over a new, voice grade loop.

**Scenario #7: Line Splitting to Line Splitting<sup>8</sup>**

Definition: End user currently obtains voice and data service from CLEC(s) and wishes to change its voice and/or data service.

WorldCom raises an issue related to the use and/or content of a customer service record (“CSR”) when the end user is currently obtaining service via a line splitting arrangement.

In this situation, SBC Michigan may not have a customer service record (“CSR”) for the end user. In a current line splitting situation, the V-CLEC may use its own switch to provide the voice service or may lease a ULS-ST port from SBC Michigan.<sup>9</sup>

In the situation where the current V-CLEC uses its own switch to provide voice service to the end user, SBC Michigan would have no CSR on that end user. Since the end user is being served by the current V-CLEC’s switch, only that V-CLEC would have the CSR for the end user. Thus, the winning CLEC would have to contact the then current V-CLEC to obtain a CSR, or the winning CLEC could solicit information needed directly from the end user.

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<sup>7</sup> This scenario addresses WorldCom Issue #3.

<sup>8</sup> This scenario addresses WorldCom Issue #2 and part of Issue #4.

<sup>9</sup> In its submission, WorldCom complains that SBC Michigan, in its Amended Compliance Plan, does not “disclose” that the CSR would not be available in situations where another voice CLEC is currently providing service to the end user. While this is true, SBC Michigan notes that it provided an example CSR (as was available) for the scenarios being addressed – where the end user was currently obtaining its voice service from SBC Michigan. As noted below, there are circumstances where SBC Michigan does not have a CSR for the end user or does not have information on how a UNE is being used by the current serving CLEC.

In the situation where the current V-CLEC leases a ULS-ST port from SBC Michigan to provide voice service to the end user, SBC Michigan would have a CSR indicating that the ULS-ST port was being provisioned to that V-CLEC. However, SBC Michigan would not have information stored on the CSR as to how the ULS-ST port was being used by the V-CLEC. For example, SBC would not have any specific information contained in its records indicating whether or not the current V-CLEC was using the ULS-ST port in a line splitting scenario. Again, the winning CLEC would have to contact the then current V-CLEC to obtain the information it seeks, or the winning CLEC could solicit information needed directly from the end user.

As the MPSC found in its October 3, 2002 Order, SBC Michigan is not required to be the “mediator between CLECs when permitting line-splitting arrangements.”<sup>10</sup>

As there are multiple sub-scenarios related to the “line splitting to line splitting” scenario, SBC Michigan believes that further discussion and prioritization is needed as to such arrangements. Specifically, SBC Michigan believes that UNE installation, UNE move, and/or CLEC-to-CLEC UNE migration orders would apply in varying combinations, depending on which CLEC may be changing in the migration as well as how each V-CLECs provides voice service to its end users.

WorldCom Issue #4 (in part) raises the sub-scenario where the V-CLEC remains the same, but the DLEC changes. Per WorldCom’s statement in this sub-scenario, the V-CLEC is using a ULS-ST port to provide the voice service to the end user. Assuming that the V-CLEC is the customer of record for the involved UNEs and it was utilizing the splitter and collocation of the former DLEC and will use the splitter and collocation of the new DLEC, the V-CLEC would submit LSRs to “move” the UNEs to the new DLEC’s collocation. That is, the current cross-connects for each of the two UNEs would be removed, and new cross-connects would be installed.

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<sup>10</sup> MPSC October 3, 2002 Order at p. 19.

The following summarizes the rates that will be applied: <sup>11</sup>

Orders	Non-Recurring	Recurring
1. V-CLEC		
• Order Move of Loop and Port		
– Loop		\$10.26
– Service Order	\$3.16	
– Connection	\$17.82	
– Cross-Connect		\$0.13
– Port		\$2.53
– Service Order	\$3.02	
– Connection	N/A	
– Cross Connect		<u>\$0.13</u>
	<u>\$24.00</u>	<u>\$13.05</u>
Assumptions:		
• Example uses Access Area A.		

<sup>11</sup> Tariffed rates are provided for illustrative purposes; rates in a CLEC's interconnection agreement shall control.

**Scenario #8: Line Splitting to UNE-P<sup>12</sup>**

Definition: End user currently obtains voice service from a V-CLEC and data service from a DLEC, and the data service is to be disconnected (either at the request of the data provider or the end user). Additionally, this scenario could apply if the voice provider and data provider no longer agreed to their line splitting arrangements.

Two sub-scenarios may apply here, depending on the actions taken by the V-CLEC and/or DLEC.

**Scenario #8a: DLEC discontinues data service**

Under this scenario, at the request of the DLEC or the end user, the CLEC with the established collocation arrangement involved in the line splitting arrangement (where the CLEC-provided splitter is collocated) could simply perform an operation to eliminate the data service from the circuit. In particular, such CLEC could:

- Disconnect the cross connect from the splitter to the DSLAM,<sup>13</sup> effectively disconnecting the data service; or
- Disconnect the loop's cross connect into the splitter and, instead, connect it with the appearance of the switch port.

No rates would be assessed by SBC Michigan for either of the actions referenced above.

**Scenario #8b: V-CLEC and DLEC no longer have a line splitting arrangement.**

This scenario could occur for various reasons e.g., the end user elects to obtain a data service that is not compatible with the V-CLEC's analog voice service (i.e., it cannot be provisioned on a line-split loop); and, the two CLECs involved in the line splitting arrangement cease to agree on those line splitting arrangements; or the two CLECs elect to terminate their line splitting arrangement.

In any event, under this scenario, the V-CLEC will need to request an 8db (voice-grade) loop to provide voice service. Thus, it will order a new UNE-P (specifying the re-use of the SBC Michigan ULS-ST port currently being utilized in such arrangement). In this instance, the new UNE-P would be provisioned with a loop suitable for voice service (i.e., an 8db loop).<sup>14</sup> This is the same

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<sup>12</sup> This scenario addresses WorldCom Issue #5.

<sup>13</sup> DSLAM is defined as a Digital Subscriber Line Access Multiplexor.

<sup>14</sup> As is generally known, a loop that has been conditioned to be xDSL-capable, often has "inhibitors" removed from the loop that were put in place to improve/enhance voice service. Thus, when solely

procedure that is used when end users return to SBC Michigan from a line splitting arrangement; a new loop will be assigned to ensure that the characteristics of the loop are suitable for providing quality voice service. The current process for this scenario can be found on CLEC OnLine, under the CLEC Handbook for “CPO”.

The following summarizes the rates that will be applied:<sup>15</sup>

<b>Orders</b>	<b>Non-Recurring</b>	<b>Recurring</b>
1. Voice CLEC		
• Order New UNE-P with reuse of ULS-ST Port and TN		
– Loop		\$8.47
– Service Order	\$3.16	
– Connection	\$17.82	
– Port		\$2.53
– Service Order	N/A	
– Connection	N/A	
– Cross Connect		\$0.13
	<u>\$20.98</u>	<u>\$11.13</u>
Assumptions:		
• Example uses Access Area A.		

If/when the DLEC elects to disconnect the existing xDSL capable loop, the following charges would apply:<sup>15</sup>

<b>Orders</b>	<b>Non-Recurring</b>
• Disconnect xDSL-capable Loop	
– Loop	
– Service Order	\$1.54
– Disconnection	\$5.85
	<u>\$7.39</u>

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voice service is now being provisioned, selecting a new loop that meets the required qualifications is warranted.

<sup>15</sup> Tariffed rates are provided for illustrative purposes; rates in a CLEC’s interconnection agreement shall control.

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## Exhibit 2



Accessible

Date: **July 15, 2003**

Number: **CLECAM03-249**

Effective Date: **06/20/2003**

Category: **All**

Subject: **(BUSINESS PROCESSES) Further Clarification of E911 Updates in Line Splitting Arrangements**

Related Letters: **CLECALL03-077**

Attachment: **NA**

States Impacted: **Illinois, Indiana, Ohio, Michigan, Wisconsin**

Issuing SBC ILECS: **SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio and SBC Wisconsin (collectively referred to for purposes of this Accessible Letter as "SBC Midwest Region 5-State")**

Response Deadline: **NA**

Contact: **Account Manager**

Conference Call/Meeting: **NA**

SBC Midwest Region 5-State has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (i.e., UNE-P to line-splitting or line-sharing to line-splitting), the end-user information from the existing service will be initially retained in the 911/E911 database. The accessible letter also explained, however, that if a CLEC subsequently physically rearranges or disconnects the UNEs used in the original line-splitting arrangement (i.e., to move the end-user's physical service address by connecting the switch-port to a new or different stand-alone loop), the CLEC would be required to initiate 911/E911 database updates regarding the end-user's change of physical address via the Local Service Request ("LSR") process.

Accessible Letter **CLECALL03-077** was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a rearrangement such as that discussed above. SBC Midwest Region 5-State remains responsible for implementing MSAG changes that are authorized by the involved 9-1-1 Coordinator of a Municipal or County E911 system. This would include changes such as a street name change, a changed directional rule, or a change in community name.

SBC Midwest Region 5-State has provided additional documentation regarding E911 Requirements for Line-Splitting Arrangements on CLEC ON-LINE <https://clec.sbc.com/clec>.

SBC Midwest 5-State reserves the right to make any modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC Midwest Region 5-State shall incur no liability to any CLEC if the information set forth herein is modified or cancelled by SBC Midwest Region 5-State.

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## Exhibit 3

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Accessible

Date: **July 29, 2003**

Number: **CLEC03-266**

Effective Date: **06/20/2003**

Category: **All**

Subject: **(BUSINESS PROCESSES) Further Clarification of E911 Updates in Line Splitting Arrangements**

Related Letters: **CLECALL03-077**

Attachment: **NA**

States Impacted: **SBC Southwest Region 5-State**

Issuing SBC **SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas**  
ILECS: **(collectively referred to for purposes of this Accessible Letter as "SBC Southwest Region 5-State")**

Response Deadline: **NA**

Contact: **Account Manager**

Conference Call/Meeting: **NA**

SBC Southwest Region 5-STATE has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (*i.e.*, UNE-P to line-splitting or line-sharing to line-splitting), the end-user information from the existing service will be initially retained in the 911/E911 database. The accessible letter also explained, however, that if a CLEC subsequently physically rearranges or disconnects the UNEs used in the original line-splitting arrangement (*i.e.*, to move the end-user's physical service address by connecting the switch-port to a new or different stand-alone loop), the CLEC would be required to initiate 911/E911 database updates regarding the end-user's change of physical address via the Local Service Request ("LSR") process.

Accessible Letter **CLECALL03-077** was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a rearrangement such as that discussed above. SBC Southwest Region 5-STATE remains responsible for implementing MSAG changes that are authorized by the involved 9-1-1 Coordinator of a Municipal or County E911 system. This would include changes such as a street name change, a changed directional rule, or a change in community name.

SBC Southwest Region 5-STATE has provided additional documentation regarding E911 Requirements for Line-Splitting Arrangements on CLEC ON-LINE (<https://clec.sbc.com/clec>). The E911 requirements can be located in the CLEC Handbook under Products and Services, E911.

SBC Southwest 5-STATE reserves the right to make any modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC Southwest Region 5-STATE shall incur no liability to any CLEC if the information set forth herein is modified or cancelled by SBC Southwest Region 5-STATE.

## Exhibit 4



Accessible

Date: **July 31, 2003**

Number: **CLECCN03-024**

Effective Date: **06/20/2003**

Category: **All**

Subject: **(BUSINESS PROCESSES) Line Splitting Process Clarification**

Related Letters:

Attachment: **NA**

States Impacted: **California and Nevada**

Issuing SBC **SBC California and SBC Nevada (collectively referred to for purposes of this**  
ILECS: **Accessible Letter as "SBC 2-State")**

Response Deadline: **NA**

Contact: **911 Account Manager**

Conference Call/Meeting: **NA**

SBC-2STATE has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (i.e., UNE-P to line splitting or line sharing to line splitting), the 911 record from the previous UNE-P service will be retained on the initial order. For clarification, the 911 record for the UNE-P service will be temporarily retained in the 911/E911 database, just as it would if the Telephone Number was porting from one carrier to another via Local Number Portability (LNP). SBC-2STATE uses standard LNP practices to convert the former SBC-2STATE provided UNE-P NENA ID to the CLEC provided NENA ID for the UNE Stand Alone Port, which requires a 911/E911 database record update. This 911 transaction is required when obtaining UNE Stand Alone Port products and must be submitted by the CLEC via a Local Service Request or a CLEC initiated update via the 911 MS Gateway

Additionally, **CLEC03-077** stated that "[o]nce the initial provisioning of the UNEs in the conversion scenario for a line splitting arrangement has been completed, the CLEC is responsible for ensuring the ongoing accuracy of the end user service address information in order to maintain the integrity of the 911/E911 database." This was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a physical rearrangement or disconnection of the UNEs used in the original line-splitting arrangement (i.e., to move the end-user's physical service address by connecting the switch-port to a new or different stand alone loop).

A CLEC that provides a telecommunications service via a UNE Stand Alone Port purchases from SBC-2STATE is treated as facilities-based carrier for 911 purposes. Therefore, any such CLEC is responsible for updating the 911 Database for municipality ordered address changes. SBC-2STATE has provided additional documentation regarding E911 requirements for line splitting arrangements on CLEC ON-LINE (<https://clec.sbc.com/clec>). The E911 requirements can be located in the CLEC Handbook under Products & Services, E911.

SBC-2STATE reserves the right to make any modifications to or to cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC-2STATE shall incur no liability to any CLEC if the information set forth herein is modified or canceled by SBC-2STATE.

## Exhibit 5



Accessible

Date: **August 5, 2003**

Number: **CLECC03-124**

Effective Date: **September 5, 2003**

Category: **All**

Subject: **(E911) Database Aged Unlock Cleanup**

Related Letters: **NA**

Attachment: **No**

States Impacted: **California**

Response Deadline: **September 5, 2003**

Contact: **E911 DIU Database Coordinator**

Conference Call/Meeting: **NA**

SBC California will be conducting an E9-1-1 Database cleanup on Friday, September 5, 2003. The cleanup effort will focus on removing all 911 records from the database which have been UNLOCKED and UNMIGRATED for a period of 12 months or longer. SBC California will be running the clean up on all 911 records, for all companies that meet this criteria. The program will "lock", and subsequently delete all identified aged unlock records.

SBC California does provide all 911 database users with a weekly report which contains a list of 911 records that have been unlocked and have aged 7 calendar days or older, and which the CLEC has been identified as the local service provider of record via an NPAC or NXX compare. Please be aware that SBC California 911 database users have until September 5, 2003 to migrate any 911 records that are 12 months old or older. After September 5, 2003, those qualifying aged unlock records will be deleted from the database and migrate transactions will no longer be possible.

SBC California is performing this cleanup effort in order to provide the highest level of 911 database integrity to the states of California and Nevada. It is the position of SBC California that 911 records which remain unlocked and unmigrated for longer than 12 months have been abandoned. This leaves a 911 record with an invalid NENA Company ID, as well as questionable address information. Comments or questions regarding SBC California's plan to clean up aged, unlocked 911 records may be sent to points of contact below.

North DIU CLEC Database Coordinator (CLEC Names N-Z):

pbclecnz@camail.sbc.com

1-800-244-4220 (in CA); 800-929-3981 (outside CA)

South DIU Database Coordinator (CLEC Names A-M):

pbclecam@camail.sbc.com

1-800-544-4446 (in CA); 800-992-3201 (outside CA)